



**The McLemore  
Group**

## TERMS OF AUCTION

AUCTION FOR – Millennium Trust Co., LLC

AUCTION LOCATION - Online only at [www.themclemoregroup.com](http://www.themclemoregroup.com)

AUCTION END DATE - Thursday, August 27th, 2020 at 4:00 PM (EST)

AUCTIONEER — Dan McLemore (Auctioneer) and Kayla Carder (Auctioneer) of United Country — The McLemore Group located at 107-B North Trade St.; Matthews, NC has contracted with "Seller" to offer to sell at public auction certain real property.

Offering +/- 1.03 acre Commercial Lot in Troutman, NC

Legal Description – AMITY SR2350

Deed Book 1959 Page 188 Parcel ID #: 4742757379.000

00 Murdock Road Troutman, NC 28166

### General Terms and Conditions

10% Buyer's Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract, Place an Earnest Money Deposit, and close on or before September 28<sup>th</sup>,2020. Sold "Subject to Seller Confirmation". Earnest Money Deposit is \$10,000.

BIDDER REGISTRATION - Register for online only auction at [www.TheMcLemoreGroup.com](http://www.TheMcLemoreGroup.com). Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem of any kind for Seller or Auctioneer. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

AGENCY DISCLOSURE — Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

**COLLUSION** — Bid-rigging is a federal felony punishable by imprisonment and fine. Auctioneer will report all suspected, illegal conduct to the F.B.I and cooperate with any investigation and prosecution

**COPYRIGHT FOR AUCTION** — The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

**DUE DILIGENCE** — Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, zoning, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively "Property Issues"). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

**DISCLAIMERS** — Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered "AS IS, WHERE IS, WITH ALL FAULTS." To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

**DISCLOSURES** - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, rights-of-way, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

**AUCTION METHOD** Auction will be "Sold Subject to Seller Confirmation" and conducted with internet bids until bids are complete on Thursday August 27<sup>th</sup>, 2020 ending at 4:00PM EST. Final high bid plus 10% Buyer's Premium will be the Contract Price. Purchaser will be required to sign a Contract of Purchase, where the final Contract Price will be the final bid plus 10%

Buyer Premium. Purchaser will be required to make a \$10,000 Earnest Money Deposit and close on or before Monday September 28<sup>th</sup>, 2020.

SALE CONTRACT — Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. This is a cash sale and not contingent upon any matter, including Buyer obtaining financing. Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties' rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 30 days following the Auction.

EARNEST MONEY DEPOSIT — Purchaser will be required to make a \$10,000 Earnest Money on or before August 28<sup>th</sup>, 2020. The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

TITLE - At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by General Warranty Deed, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

RELEASE FOR USE — Bidders, Buyers, and other persons present at the Auction (collectively "{Attendees}") are advised that Auctioneer and its agents, contractors, employees, and/or representatives may record the Auction related matter, and Attendees through audiotape, photography, motion pictures, and/or videotape for advertising, marketing, promotion, publicity, record, and/or trade purposes, and in consideration of being allowed to attend the Auction, Attendees unconditionally and irrevocably agree that their images and voices may be so recorded and used by Auctioneer in all types of media without territorial, time, or use limitation, and without compensation being owed or paid to Attendees by Auctioneer or Seller.

DISPUTE RESOLUTION — There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation. Any action must be commenced within two (2) years from the date when the cause of action accrues, or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

Choice of Law, Jurisdiction, and Venue — Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Mecklenburg in the State of North Carolina.

MISCELLANEOUS — The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer's written revision or announcement at the Auction.

Bidder Acknowledgement -- By registering for online only auction you hereby agree to the Terms of Auction

# AERIAL IMAGE

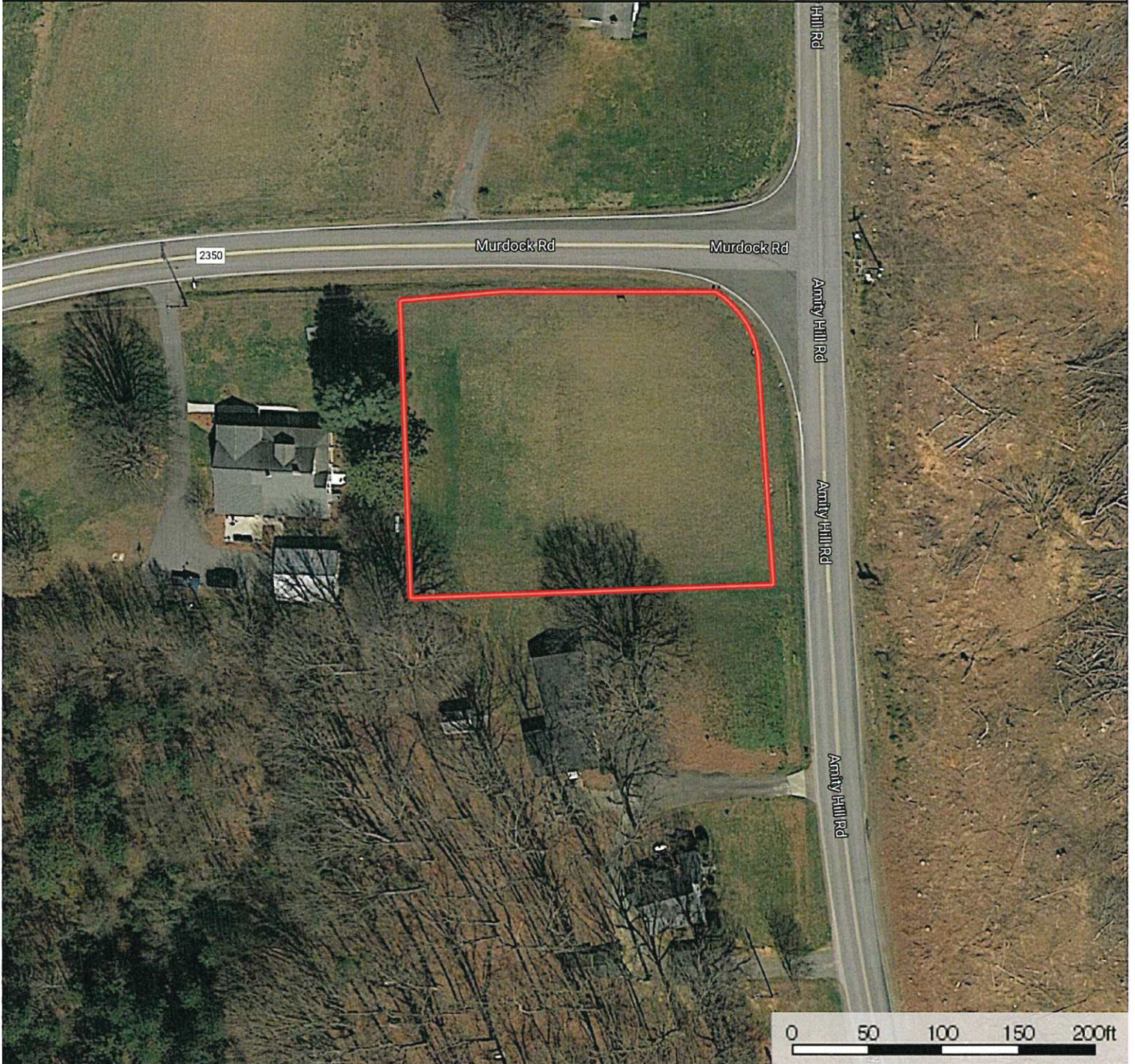
ONLINE AUCTION ONLY, ENDING AUGUST 27, 2020

@ 4PM EST

[www.unitedcountrycharlotte.com](http://www.unitedcountrycharlotte.com)



The McLemore Group



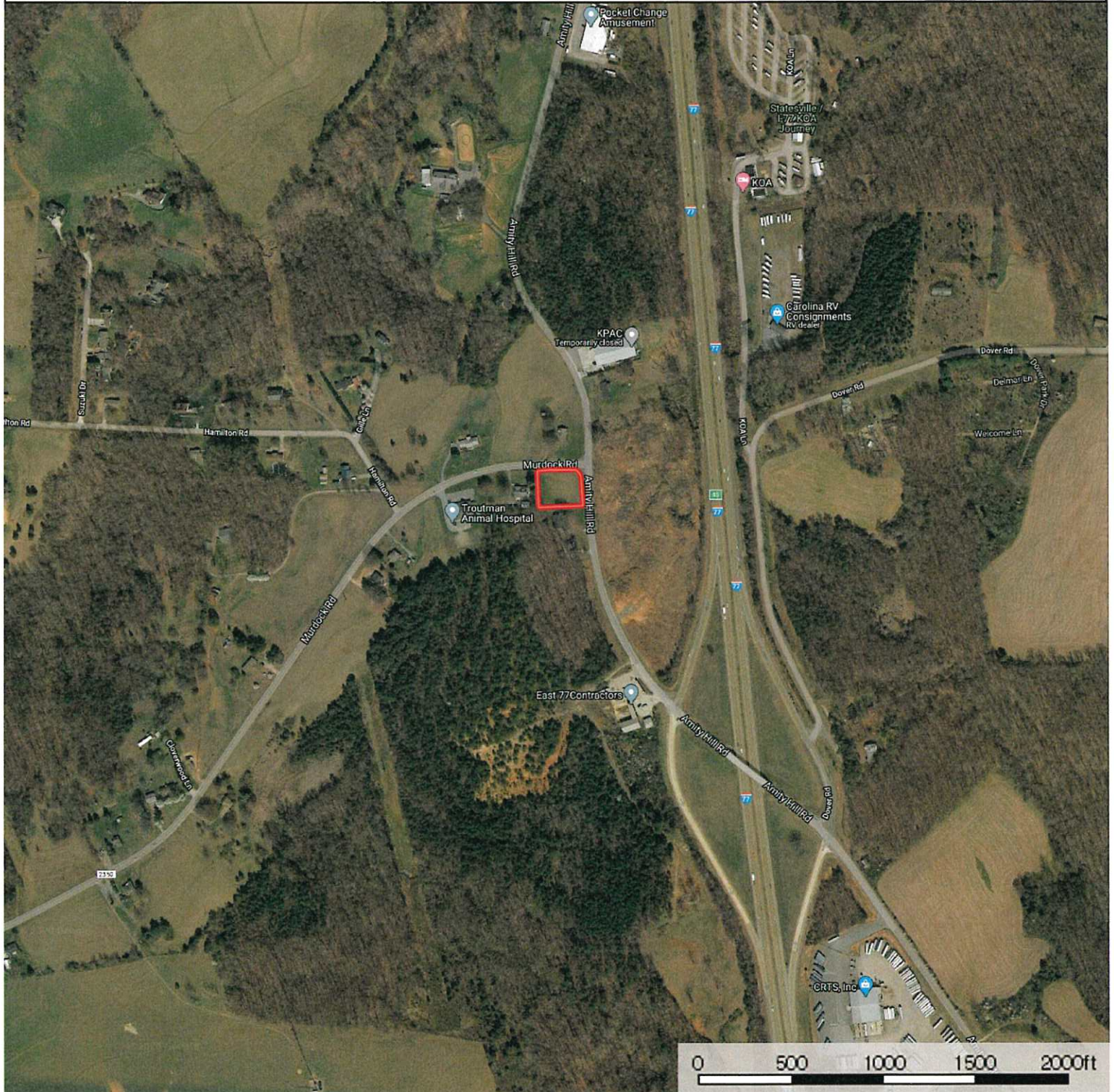
# AREA MAP

ONLINE AUCTION ONLY, ENDING AUGUST 27, 2020  
@ 4PM EST

[www.unitedcountrycharlotte.com](http://www.unitedcountrycharlotte.com)



The McLemore Group



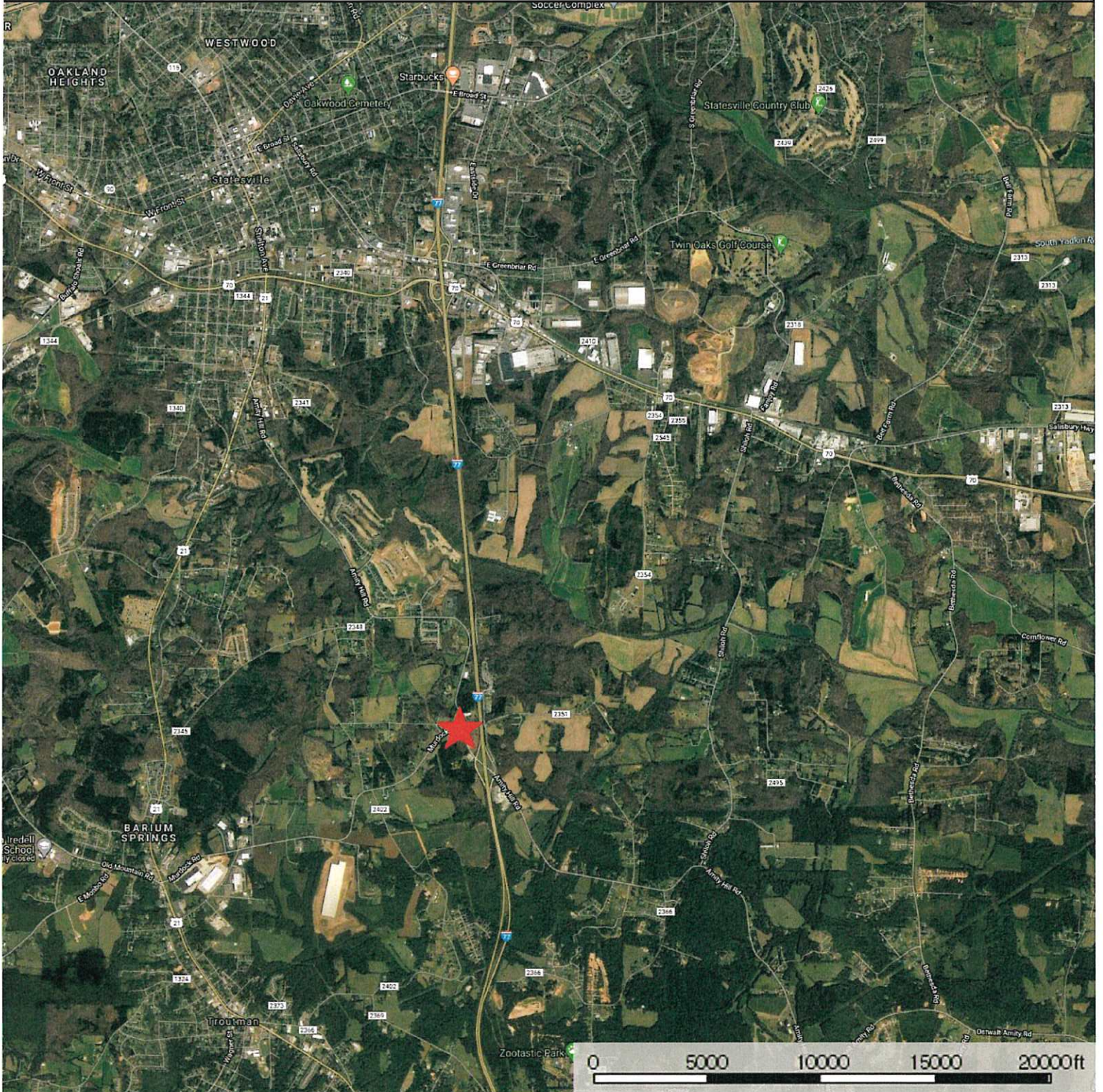
# LOCATION MAP

ONLINE AUCTION ONLY, ENDING AUGUST 27, 2020  
@ 4PM EST

[www.unitedcountrycharlotte.com](http://www.unitedcountrycharlotte.com)



The McLemore Group



# Murdock Rd, Troutman, NC 28166, Iredell County



<b>Beds</b> N/A	<b>Bldg Sq Ft</b> N/A	<b>Lot Sq Ft</b> 44,867	<b>Sale Price</b> \$500,000
<b>Baths</b> N/A	<b>Yr Built</b> N/A	<b>Type</b> COM-NEC	<b>Sale Date</b> 08/08/2008

## OWNER INFORMATION

<b>Owner</b>	Millennium Trust Company LLC	<b>Tax Billing Zip</b>	60523
<b>Tax Billing Address</b>	2001 Spring Rd #700	<b>Tax Billing Zip+4</b>	1890
<b>Tax Billing City &amp; State</b>	Oak Brook, IL		

## LOCATION INFORMATION

<b>Township</b>	Barringer	<b>Zoning Description</b>	Hb-Hb
<b>Census Tract</b>	612.02	<b>Neighborhood Code</b>	02036-02036
<b>Zoning</b>	HB		

## TAX INFORMATION

<b>Parcel ID</b>	4742-75-7379.000	<b>Tax Appraisal Area</b>	FR05
<b>Tax Area</b>	FR05		
<b>Legal Description</b>	SR 2350		

## ASSESSMENT & TAX

Assessment Year	2019	2018	2017
Assessed Value - Total	\$193,130	\$193,130	\$193,130
Assessed Value - Land	\$193,130	\$193,130	\$193,130
YOY Assessed Change (\$)	\$0	\$0	
YOY Assessed Change (%)	0%	0%	
Market Value - Total	\$193,130	\$193,130	\$193,130
Market Value - Land	\$193,130	\$193,130	\$193,130
<b>Tax Year</b>	<b>Total Tax</b>	<b>Change (\$)</b>	<b>Change (%)</b>
2017	\$1,154		
2018	\$1,154	\$0	0%
2019	\$1,164	\$10	0.84%

## CHARACTERISTICS

<b>Land Use - Universal</b>	Commercial (NEC)	<b>Lot Sq Ft</b>	44,867
<b>Land Use - County</b>	Commercial	<b>Lot Frontage</b>	239
<b>Lot Acres</b>	1.03	<b>Basement Type</b>	MLS: N/A

## ESTIMATED VALUE

<b>Value As Of</b>	07/19/2020
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## LISTING INFORMATION

<b>MLS Listing #</b>	3119852	<b>MLS Current List Price</b>	\$399,500
<b>MLS Status</b>	Expired	<b>MLS Orig. List Price</b>	\$325,500
<b>MLS Status Change Date</b>	02/01/2020	<b>Listing Agent Name</b>	98367-Dan Mclemore
<b>MLS Listing Date</b>	10/02/2015	<b>Listing Broker Name</b>	UNITED COUNTRY RE-THE MCLE MORE GROUP

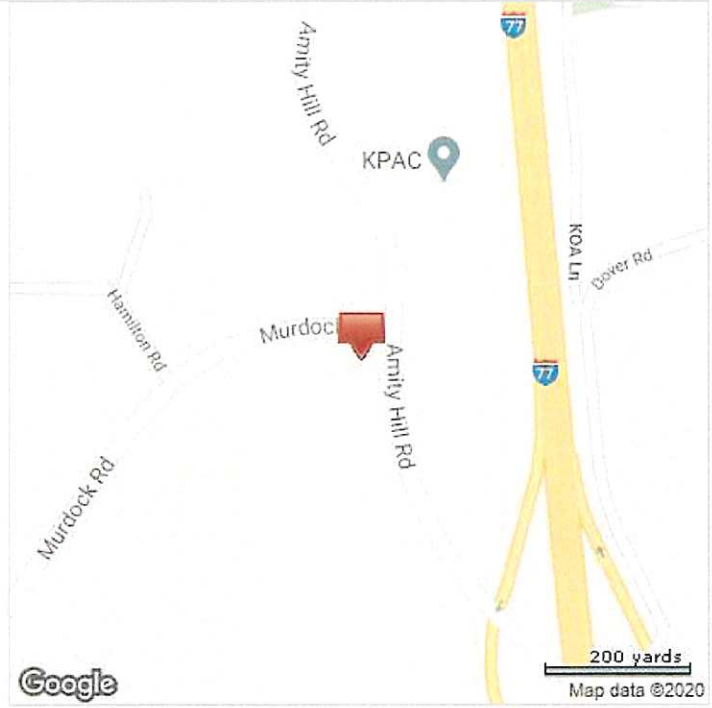
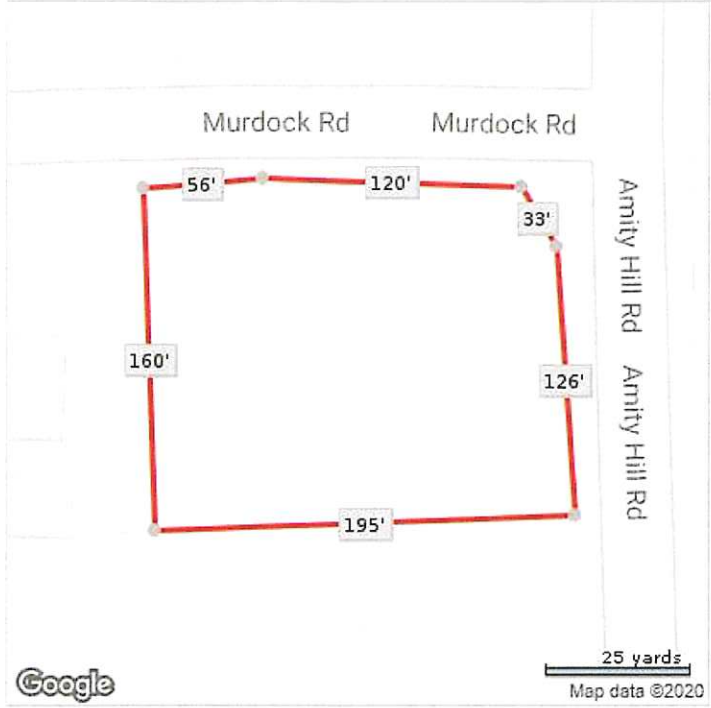
<b>MLS Listing #</b>	2199845
<b>MLS Status</b>	Withdrawn
<b>MLS Listing Date</b>	01/06/2014
<b>MLS Listing Price</b>	\$399,500
<b>MLS Orig Listing Price</b>	\$499,500
<b>MLS Expiration Date</b>	11/15/2015

Sale Date **08/08/2008**  
Recording Date **08/12/2008**  
Sale Price **\$500,000**  
Owner **Millennium Trust Company LLC**

Seller **Kelly Don S & Sandra H**  
Deed/Page **1959-188**  
Deed Type **Warranty Deed**

Sale Date	08/08/2008	01/1984
Recording Date	08/12/2008	
Sale Price	\$500,000	\$36,000
Buyer Name	Mcguire James M	Kelly Don Scott
Seller Name	Kelly Don S & Sandra H	
Deed/Page	1959-188	695-607
Document Type	Warranty Deed	Warranty Deed

**PROPERTY MAP**



\*Lot Dimensions are Estimated

# Iredell County

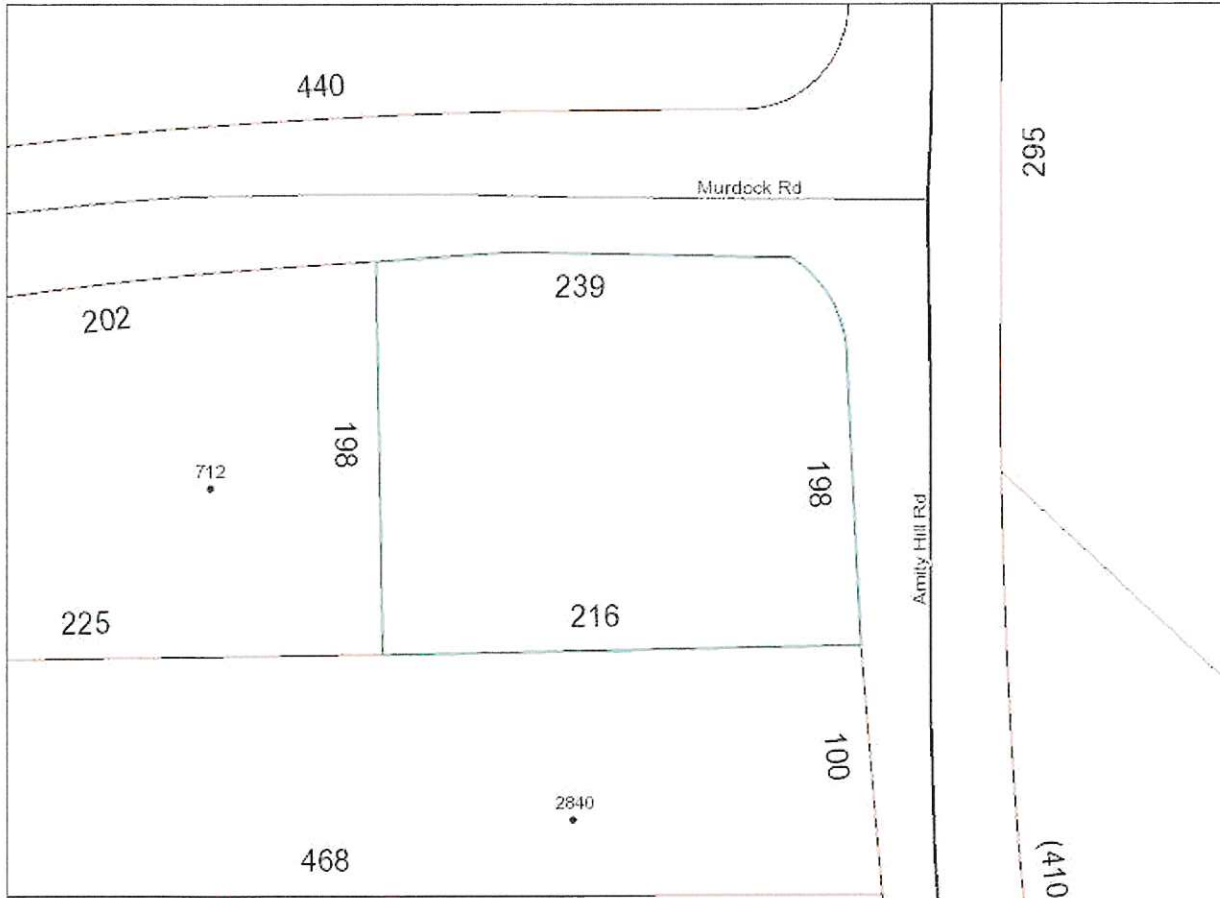
## Property Data

Parcel Number: 4742757379.000

Inquiry Date: 7/28/2020

Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, the County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

### Property Map



### Owner/Property Info

Tax Account Number: 77462701

Old Parcel Number: 1604Q00000A017

Owner Name: MILLENNIUM TR CO LLC

Mailing Address: 2001 SPRING RD STE-700 OAK BROOK IL 60523

Property Location: MURDOCK RD

Lot Number: Null

Legal Description: AMITY SR2350

### Municipal Information

Township Code: 16

City Code: 00

Neighborhood Code: 02036

Value Information - [Current Year Property Record Card \(PRC\)](#)

Building Value: 0

Other Building Features: 0

Land Value: 193130

Tax Assessed Value: 193130

Deferred: 0

Land Information - [Register of Deeds Online Search](#)

Date Recorded	Document Type	Deed Book	Deed Page	Plat Book & Page	Land Area	Land Type	Zoning
20080812	WD	1959	188	Null	1.03	AC	HB

**Tax Information**

Exemption	Tax Code 1	Tax Code 2	Tax Code 3	Tax Code 4	Tax Code 5
Null	C ADVL TAX	Null	FR06ADVL TAX	Null	Null

**Current Zoning Contact Info.**

Iredell County	704.878.3118
Harmony	704.878.3118
Love Valley	704.878.3118
City of Statesville	704.878.3575
Town of Troutman	704.528.7600
Town of Mooresville	704.662.7040
Village of Davidson	704.892.7591

MILLENNIUM TRUST COMPANY LLC  
MURDOCK RD  
77462701

Return/Appeal Notes: Parcel: 4742-75-7379 . 000  
PLAT: / UNIQ ID 478220  
ID NO: 1604Q00000A017

ALL-CTY FIRE (100), B & F FIRE (100), COUNTY (100)  
Reval Year: 2019 Tax Year: 2020 SR 2350  
Appraised by 41 on 01/01/2019 02036 EXIT 45

CARD NO. 1 of 1  
1.0300 AC SRC=  
TW-16 CI-00 FR-50 EX- AT- LAST ACTION 20190410

CONSTRUCTION DETAIL		MARKET VALUE						DEPRECIATION				CORRELATION OF VALUE											
TOTAL POINT VALUE		USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB	CREDENCE TO													
BUILDING ADJUSTMENTS		01	00							% GOOD													
TOTAL ADJUSTMENT FACTOR		TYPE: SINGLE FAMILY RESIDENTIAL										DEPR. BUILDING VALUE - CARD				0							
TOTAL QUALITY INDEX		STYLE:										DEPR. OB/XF VALUE - CARD				0							
												MARKET LAND VALUE - CARD				193,130							
												TOTAL MARKET VALUE - CARD				193,130							
												TOTAL APPRAISED VALUE - CARD				193,130							
												TOTAL APPRAISED VALUE - PARCEL				193,130							
												TOTAL PRESENT USE VALUE - PARCEL				0							
												TOTAL VALUE DEFERRED - PARCEL				0							
												TOTAL TAXABLE VALUE - PARCEL				193,130							
												PRIOR											
												BUILDING VALUE				0							
												OBXF VALUE				0							
												LAND VALUE				193,130							
												PRESENT USE VALUE				0							
												DEFERRED VALUE				0							
												TOTAL VALUE				193,130							
												PERMIT											
		CODE	DATE	NOTE	NUMBER	AMOUNT																	
												ROUT: WTRSHD:											
												SALES DATA											
OFF. RECORD		DATE	DEED TYPE	Q/U/V/I	INDICATE SALES PRICE																		
BOOK	PAGE	MOYR																					
01959	0188	8	2008	WD*	Q	V								500000									
00695	0607	1	1984	WD*	X	I								36000									
00153	0210	6	1943	WD*	X	I								1									
												HEATED AREA											
												NOTES											
												MAPPED IN BARRINGER											
												1 OB NV ADDTNS '87											
												.97AC 4Q-A-37 & HSE '89											
												OWNER, ZN CHG '09											
SUBAREA		GS AREA	RPL %	CS	CODE	QUALITY	DESCRIPTION	COUNT	LT	WT	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AYB	EYB	ANN DEP RATE	% OVR	COND	OB/XF DEPR. VALUE		
FIREPLACE					TOTAL OB/XF VALUE																		
SUBAREA TOTALS																							
BUILDING DIMENSIONS																							
LAND INFORMATION																							
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES				ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES			
COMMERCIAL	0700	HB	239	0	1.0000	0	1.2500	RF	AC	LC	TO	OT	RP	150,000.00	1.030	AC	1.250	187,500.00	193125	0			
												CL											
TOTAL MARKET LAND DATA																1.030						193,130	
TOTAL PRESENT USE DATA																							

Excise Tax: \$1,000.00

Recording Time, Book and Page

Tax Lot No. 4742-75-7379 Parcel Identifier No. 16-4Q-A17  
 Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 by \_\_\_\_\_

Mail after recording to: Grantee – 352 S. Laurel Avenue, Charlotte, NC 28207 PW24849/sm  
 This instrument was prepared by: Paul H. Eford, III – Horack Talley Pharr & Lowndes, PA Morehead Title

Brief Description for the Index : 1.03 Acres - Amity Hill Road

**NORTH CAROLINA GENERAL WARRANTY DEED**

THIS DEED, made this 8th day of August, 2008, by and between

<i>GRANTOR</i>	<i>GRANTEE</i>
<p><b>DON SCOTT KELLY</b>            and wife,  <b>SANDRA HAWES KELLY</b></p>	<p><b>MILLENNIUM TRUST COMPANY, LLC,</b>  <b>Custodian FBO JAMES M. McGUIRE,</b>  <b>IRA #90AX60010</b></p> <p><i>MAILING ADDRESS:</i>  <b>820 Jorie Blvd., Suite 420, Oak Brook, IL 60523</b></p>

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Barringer Township, Iredell County, North Carolina and more particularly described as follows:

**See Exhibit A attached.**

The property hereinabove described was acquired by Grantor by instrument recorded in Book 695, Page 607.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Restrictions and easements of record, if any; and subject to ad valorem taxes for the current year which have been prorated between Grantor and Grantee, if applicable, and which Grantee hereby assumes.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Don Scott Kelly (SEAL)  
DON SCOTT KELLY

Sandra Hawes Kelly (SEAL)  
SANDRA HAWES KELLY

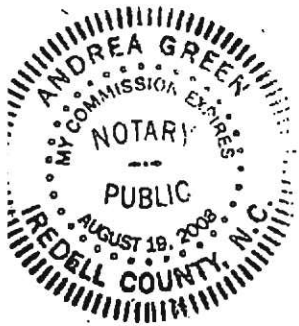
SEAL-STAMP

STATE OF NORTH CAROLINA, COUNTY OF Iredell

I, Andrea Green, the undersigned Notary Public of the County and State aforesaid, certify that **Don Scott Kelly and Sandra Hawes Kelly**, Grantor, (either being personally known to me or proven by satisfactory evidence) personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument for the purposes stated therein.

Witness my hand and official stamp or seal, this 16<sup>th</sup> day of July, 2008.

My commission expires: 09-19-08 Andrea Green  
Notary Public



The foregoing Certificate(s) of \_\_\_\_\_ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By \_\_\_\_\_ REGISTER OF DEEDS FOR \_\_\_\_\_ COUNTY  
Deputy/Assistant-Register of Deeds.

## Exhibit A

**BEING approximately 1.03 Acres located at the intersection of Amity Hill Road and Murdock Road in Barringer Township, Iredell County, North Carolina, and being more particularly described as follows:**

**Beginning at a point in the center line of the 60 foot right of way of Murdock Road, the northwesterly corner of Ray Carson Clendenin, III (Book 935, page 706); thence with said center line S. 88-17-11 E. 235.49 feet to a point within the 60 foot right of way of Amity Hill Road; thence S. 06-06-23 W. 199.0 feet to a point within said right of way of Amity Hill Road; thence with the northerly line of the property of Elledge Properties Limited Partnership (Book 1434, page 2367) N. 88-04-23 W. (passing a concrete monument in the easterly margin of Amity Hill Road at 19.10 feet) a total distance of 215.89 feet to a #4 rebar, Clendenin's southeasterly corner, thence with Clendenin's easterly line N. 00-26-56 E. (passing a #4 rebar in the southerly margin of Murdock Road at 162.63 feet) a total distance of 197.66 feet to the point of beginning, containing 1.03 acres, as shown on a boundary survey by William M. Allen, P.L.S., dated June 27, 2008, as revised July 9, 2008.**

**Tax Parcel #4742-75-7379**

**PERMITTED USES IN HB (HIGHWAY BUSINESS)  
ZONING IN IREDELL COUNTY**

**Residential Uses:**

- Accessory buildings & structures. See R 1
- Bed & breakfast. See R 4
- Bona fide farm building
- Facilities on or adjacent to Lake Norman. See R 12
- Family care home (6 or less). See R 13
- Farm building. See R 14
- Fences and walls. See R 15
- Kennel, private
- Major subdivisions. See R 5
- Piers. See R 12
- Planned unit developments. Conditional Use Rezoning Required. See R 20
- Temporary buildings. See R 23

**Recreational, Educational, & Institutional Uses:**

- Ambulance services
- Amusement arcades and indoor places of entertainment; including bowling alleys, pool rooms, skating rinks & batting cages
- Auditorium, assembly hall; indoor theaters.
- Batting cages, outdoor. See R 25
- Bingo games
- Cemetery. See R 26
- Churches, synagogues, & other associated activities. See R 26
- Colleges or universities. See R 27
- Dance studios & schools, including aerobics.
- Dance halls, including night clubs.
- Day care centers, nursery, kindergarten (6 or more). See R 29
- Fraternal & social associations or organizations
- Fortune tellers, astrologers
- Golf course, including pro shop. See R 30
- Golf driving ranges. See R 25
- Governmental offices & facilities.
- Homeless shelters. Special Use Permit Required. See R 31
- Hospitals, public & private. See R 27
- Libraries
- Martial arts instructional schools
- Miniature golf facilities. See R 25
- Museums & art galleries
- Nursing & convalescent homes; congregate & group care. See R 27
- Orphanages and similar philanthropic institutions
- Physical fitness centers

- Post offices
- Public parks
- Recreation facilities, private; including country clubs, private neighborhood parks & multi-family recreation areas where the principle use is permitted in a zone
- Recreation facilities, public
- Retreat centers. **See R 27**
- Schools, including public schools & private schools, having a curriculum similar to those given in public schools
- Schools, specialty training, such as cosmetology, vocation or trade services, not elsewhere classified
- Swim & tennis clubs. **See R 37**
- Swimming pool, private. **See R 37**

**Commercial Uses:**

- ABC sales for on premises consumption; bar. **See R 38**
- Accounting, auditing, or bookkeeping
- Administrative or management services
- Advertising agencies or representatives
- Agencies & offices rendering specialized services not involving retail trade such as real estate, insurance, advertising, architecture, engineering, & accounting and not listed elsewhere
- Animal clinics & hospitals, including totally enclosed kennels operated in connection with animal clinics or hospitals. **See R 45**
- Animal grooming (no boarding or outdoor kennels)
- Animal shelter. **See R 40**
- Antique shops
- Apparel sales
- Appliance sales & service
- Art studios & galleries
- Arts & crafts sales
- Automobile & truck dealers; new & used
- Automobile parking lots & facilities for permitted uses in the district
- Automobile parking (commercial)
- Automobile parts & supply store
- Automobile rental & leasing
- Automobile repair & service (excluding storage of wrecked or junked vehicles). **See R 41**
- Automobile washing facilities
- Bakeries, retail
- Banking, including loan offices, investment houses, & ATMs.
- Barber & beauty shops
- Bicycle sales & repair
- Boat dealers; sales & repair
- Book stores
- Building supply dealers & specialty shops
- Bus stations
- Camera & photography; sales & service

- Candy stores
- Carpet sales & storage
- Catalogue stores
- Clothing shops including alterations or repairs
- Communicative facilities, including radio & television broadcasting excluding towers that exceed the height limits
- Computer maintenance & repairs
- Computer sales
- Computer services
- Contractors offices (no storage)
- Convenience food stores
- Dairy products stores
- Department & variety stores
- Drive-in theaters. **See R 44**
- Drug stores & pharmacies
- Dry cleaning & laundry facilities
- Economic, socio., or educational research
- Electronic product sales
- Employment agencies, personnel agencies
- Equipment rental & leasing
- Equipment repairs, light
- Fabric or piece goods stores.
- Farm machinery sales & services. **See R 45**
- Farm type enterprises (services). **See R 45**
- Farmers or produce markets. **See R 45**
- Finance or loan offices
- Floor covering, drapery or upholstery
- Florist shop
- Freezer lockers
- Fuel oil sales
- Funeral homes
- Furniture sales
- Furniture repair, including upholstery
- Garden centers or retail nurseries. **See R 45**
- Gift, novelty, & souvenir shop
- Grocery store
- Hardware store
- Hobby & toy stores
- Home furnishings, miscellaneous
- Insurance agencies
- Internal service facilities, incidental to permitted uses, including cafeterias, day care facilities, snack bars, pharmacies, optical stores, similar retail activities when conducted, solely for use of employees, patrons, or occasional visitors; provided, such activities are within the principle building & advertising for it is not permitted beyond the premises
- Jewelry sales & repair

- Laundromats
- Law offices
- Leather goods sales
- Lighting goods sales
- Liquor stores
- Locksmith shops, including repair
- Medical offices or laboratories
- Mini-warehouse. **See R 48**
- Mobile home sales & services
- Motels & hotels
- Motion pictures productions
- Motorcycle sales
- Music stores including instrument repair
- Newsstands
- Noncommercial research organizations
- Office not classified elsewhere (no retail)
- Office supply store
- Optical goods sales
- Paint, glass, & wallpaper stores
- Pawn shop
- Pet stores
- Photocopying & duplicating services
- Photo finishing laboratories
- Photography studio
- Picture framing shop
- Private clubs
- Radio & television, stores & repairs
- Real estate offices
- Record & tape stores
- Recreational vehicle parks or campsites. **See R 49**
- Recreational vehicles, sales & service
- Rehabilitation or counseling services
- Restaurants
- Retail sales & service where not classified elsewhere, and where all retail sales & services are conducted within an enclosed building
- Retail sales & service not classified elsewhere including outdoor storage
- Service stations (not including truck stops). **See R 42**
- Service stations, gasoline (no major repair). **See R 42**
- Shoe repair or shoeshine shops
- Shoe sales and/or repair
- Shopping centers & malls
- Sporting goods stores
- Stock, security or commodity brokers
- Tanning salons
- Taxi terminals

- Taxidermists
- Tire dealers & service
- Tobacco stores
- Travel agencies
- Truck stops
- Truck & utility trailer rental, sales & leasing, light
- Truck washing
- Upholstering & furniture refinishing
- Utility company offices
- Video tape rental & sales
- Vocational, business or secretarial schools
- Watch or jewelry repair shops
- Woodworking shops, retail

**Manufacturing and Industrial Uses:**

- Printing & publishing

**Public Works Facilities, Utilities, & Infrastructure Uses:**

- Electric transmission distribution poles, towers supporting cable, lines, & related appurtenances
- Governmental public works facilities, utilities, infrastructure & appurtenances
- Natural gas distribution lines & related appurtenances
- Sewage collection lines, pump stations & appurtenances
- Sewage treatment plants, non-governmental public. **See R 62**
- Telephone & television cable poles, towers supporting cable, lines, & related appurtenances
- Water distribution lines, booster pumps, storage facilities & appurtenances
- Water treatment plants, non-governmental public. **See R 62**
- Wind energy structure. Special Use Permit Required. **See R 63**
- Wireless telecommunications towers & facilities. **See R 64**

*These commercial districts are designed to serve the special needs of the traveling public. They also provide space for indoor and outdoor recreational uses which require large lots. It is very important that such districts be developed in accordance with high standards*

\*Please call the Iredell County Planning Department for information on R (performance requirement) numbers, special use permits, or any other questions that you have.

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this 27th day of August, 2020, by and between TBD ("Buyer"), and Millennium Trust Company LLC Custodian FBO James M. McGuire IRA ("Seller").

WHEREAS at an auction conducted this day by United Country RE - The McLemore Group ("Firm"), Buyer has become the high bidder, and for and in consideration of the mutual promises set forth herein, together with other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller has agreed to sell and convey, and Buyer has agreed to buy by becoming the high bidder, all of that plot, piece or parcel of land described below, together with all improvements located thereon, fixtures, and such personal property as listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below. NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 00 Murdock Road
City: Troutman Zip 28166
County: Iredell, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit n/a, Block/Section n/a, Subdivision/Condominium None.
as shown on Plat Book/Slide n/a at Page(s) n/a

The PIN/PID or other identification number of the Property is: 4742-75-7379.000 Acreage: 1.03

Other description: AMITY SR2350

Some or all of the Property may be described in Deed Book 1959 at Page 188

ADDITIONAL PARCELS. If additional parcels of real property are the subject of this Agreement, any such parcels are described in an attached exhibit to this Agreement, and the term "Property" as used herein shall be deemed to refer to all such parcels.

Mineral rights [X] are [ ] are not included.

Timber rights [X] are [ ] are not included.

NOTE: Prior to signing this Real Property Auction Purchase and Sale Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure And Addendum (standard form 2A12-T) prior to signing this Real Property Auction Purchase and Sale Contract, and include it as an addendum hereto.

2. FIXTURES:

(a) Included Items: The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: None.

All other items attached or affixed to the Property shall also be included in the Purchase Price unless excluded in subparagraph (b) below.

(b) Excluded Items: The following items, if any, which are attached or affixed to the Property are leased or not owned by Seller or otherwise are NOT included in the Purchase Price: None.

3. PERSONAL PROPERTY: The following personal property shall be transferred to Buyer at no value at Closing: None.



4. **PURCHASE PRICE:** The purchase price of the Property is \$ TBD and shall be paid in US dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. An earnest money deposit in the amount of \$ 10,000.00 by  cash  personal check  official bank check  wire transfer has this day been made to Firm. The earnest money deposit shall be applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided under the provisions of this contract. Buyer shall pay the balance of the purchase price, in the amount of \$ TBD, in full in legal tender to Seller at Closing. Firm will hold the earnest money in an escrow or trust account until it is conveyed to the closing attorney or its disposition is otherwise directed by the written agreement of the parties or the order of a court of competent jurisdiction. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by the Buyer, all earnest monies shall be forfeited to Seller, but such forfeiture shall not affect any other remedies available to Seller for such breach.

**NOTE:** In the event of a dispute between Seller and Buyer over there turn or forfeiture of the earnest money, Firm is required by state law to retain said earnest money in the Firm's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Firm is holding the earnest money, the Firm may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

**THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

5. **NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS:** THERE ARE NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS FOR BUYER. SELLER IS NOT OBLIGATED TO MAKE ANY REPAIRS, CHANGES, IMPROVEMENTS OR OTHER MODIFICATIONS TO THE PROPERTY. PRIOR TO SUBMITTING THE HIGH BID FOR THE PROPERTY, BUYER DETERMINED THAT THE PROPERTY MEETS ALL LEGAL REQUIREMENTS FOR BUYER'S INTENDED USE OF THE PROPERTY AND IS NOT SUBJECT TO GOVERNMENTAL OR PRIVATE RESTRICTIONS THAT WILL INTERFERE WITH SUCH INTENDED USE, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL REGULATIONS, WETLAND QUALIFICATION, FLOOD HAZARD OR FLOOD PLAIN DESIGNATION AND SEPTIC SYSTEM SUITABILITY. THIS PROPERTY IS BEING SOLD "AS IS" IN ITS CURRENT CONDITION.

6. **REASONABLE ACCESS/RESTORATION AND INDEMNITY:** Seller will provide reasonable access to the Property through Closing for the purpose of evaluating the Property. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This repair obligation and indemnity shall survive this contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

7. **SPECIAL ASSESSMENTS:** If the Property is subject to any pending or confirmed governmental or owners' association special assessments, then they shall be the sole obligation of Buyer to pay.

8. **CLOSING:** The closing shall take place on 09/28/2020 (the "Closing Date") unless otherwise agreed in writing, at a time and place designated by Buyer. Closing is defined as the date and time of recording of the deed. The deed is to be made to TBD. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Closing ("Delaying Party"), and if the other party is ready, willing and able to complete Closing on the Closing Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and Closing Attorney and shall be entitled to a delay in Closing. If the parties fail to complete Closing within fourteen (14) days of the Closing Date (including any amended Closing Date agreed to in writing by the parties) or to otherwise extend the Closing Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

9. **POSSESSION:** Possession shall be delivered, subject to existing leases,  at Closing OR  on \_\_\_\_\_.

10. **PRORATIONS AND PAYMENT OF CLOSING EXPENSES:** Seller shall pay any real estate transfer or excise tax and the cost of deed preparation. Rental income from agricultural tenancies  shall be prorated on a calendar year basis as of the date of Closing  shall not be prorated. In the event that such income is not prorated, then the parties agree that  Seller  Buyer is entitled to any such income for the current year. Any other rental income from the Property, Property taxes for the current year, any deferred ad valorem taxes due as a result of the Closing (except deferred taxes for prior years, which are the Seller's sole responsibility) and Owners' association dues or other like charges shall be prorated on a calendar year basis as of the date of Closing. Buyer shall be responsible for all other expenses in connection with Buyer's purchase of the Property, including, but not limited to, the expense of any survey ordered by Buyer for the benefit of Buyer, compensation of the Closing Agent, recording fees and preparation fees for any other documents.

11. **SELLER OBLIGATIONS:**

(a) **Affidavit and Indemnification Agreement:** Seller shall furnish at Closing an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Closing and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(b) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(c) **Good Title, Legal Access:** Seller shall execute and deliver a  GENERAL WARRANTY DEED  SPECIAL WARRANTY DEED  NON-WARRANTY (QUITCLAIM) DEED  OTHER (sheriff's deed, tax deed, trustee's deed, executor or administrator's deed, etc.) (describe): \_\_\_\_\_ for the Property in recordable form no later than Closing, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

12. **RISK OF LOSS:** Until Closing, the risk of loss or damage to the Property shall be borne by Seller, reasonable wear and tear excepted. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as of the time of the auction, Buyer may elect to terminate this contract and the earnest money shall be returned to Buyer.

13. **OTHER PROVISIONS AND DISCLOSURES:**

(a) **North Carolina Residential Property and Owners' Association Disclosure Statement (check only one):**

Prior to submitting the high bid for the Property, Buyer received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement.

OR

The transaction is exempt from N.C. Residential Property Disclosure Act because (SEE GUIDELINES):

**Land Only**

(b) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

Prior to submitting the high bid for the Property Buyer received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement.

OR

The transaction is exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 11(c) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

(NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.)

(c) **Lead-Based Paint Disclosure** (check if applicable):

The Property is residential and was built prior to 1978. (Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure is attached).

(d) **Addenda** (itemize all addenda and attach hereto):

Seller Financing Addendum (Form 2A5-T)

Short Sale Addendum (Form 2A14-T)

(e) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, or lender true and accurate copies of the following items affecting the Property, including any amendments:

- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

The name, address and telephone number of the president of the owners' association or the association manager is: None.

Owners' association website address, if any: \_\_\_\_\_

The name, address and telephone number of the president of the owners' association or the association manager is: None.

Owners' association website address, if any: \_\_\_\_\_

(f) **Primary Residence:** Seller represents that the Property  is or  is not Seller's primary residence.

(g) **Other:** N/A

14. **ENTIRE AGREEMENT; NOTICE:** This contract constitutes the sole and entire agreement of the parties hereto and there are no representations, inducements or other provisions other than those expressed herein. No modification shall be binding unless in writing and signed by all parties hereto. Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the information section below.

15. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** All representations, warranties, covenants and agreements herein made by the parties shall survive the Closing. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments and take such other action as Buyer may reasonably request or as maybe necessary to more effectively transfer to Buyer the Property described herein in accordance with this contract.

16. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

17. **APPLICABLE LAW:** This contract shall be construed under the laws of the State of North Carolina.

18. **ASSIGNMENT:** This Contract may be assigned by Buyer at Buyer's discretion. If assigned, this Contract shall be binding on the assignee and assignee's heirs and successors.

19. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

**BUYER:**

\_\_\_\_\_ (SEAL)  
**TBD**

Date: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

Entity Buyer:

\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_ (SEAL)  
Millennium Trust Company LLC Custodian FBO James M. McGuire

Date: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

Entity Seller:

\_\_\_\_\_  
Millennium Trust Company LLC Custodian FBO James M. McGuire  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[THIS SPACE LEFT INTENTIONALLY BLANK]

Firm acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: \_\_\_\_\_

Firm: United Country RE - The McLemore Group

By: \_\_\_\_\_

(Signature)  
**Dan McLemore**

**SELLING AGENT INFORMATION:**

Individual Selling Agent: \_\_\_\_\_ Real Estate License #: \_\_\_\_\_  
 Acting as a Designated Dual Agent (check only if applicable)

Individual Selling Agent Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Acting as  Seller's (sub) Agent  Buyer's Agent  Dual Agent

Firm Mailing Address: \_\_\_\_\_

NCAL Firm License #: \_\_\_\_\_

**LISTING AGENT INFORMATION:**

Individual Listing Agent: Dan C. McLemore Real Estate License #: 10391  
 Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: (704)564-0351 Fax #: (704)817-2544 Email: dan@themclemoregroup.com

Firm Name: United Country RE - The McLemore Group  
Acting as  Seller's (sub) Agent  Dual Agent  
107-B N Trade Street P.O. Box 66

Firm Mailing Address: Matthews, NC 28106

NCAL Firm License #: 10345

**BID CALLER INFORMATION:**

Auctioneer (Bid Caller) Name: Dan McLemore NCAL License #: 10391

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STATE OF NORTH CAROLINA
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

Instructions to Property Owners

- 1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b), including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

Table with 3 columns: Buyer Initials, Description, Yes, No, No Representation. Contains 6 rows of disclosure items regarding mineral and oil/gas rights severance.

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 00 Murdock Road, Troutman, NC 28166

Owner's Name(s): Millennium Trust Co. LLC Cust. FBO James M. McGuire IRA

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Millennium Trust Co. LLC Cust. Date

Owner Signature: Date

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: Date

Purchaser Signature: Date